

REMARKS/ARGUMENTS

Claims 1-57 and 59-62 are pending in this application. Claims 1-48, 51-57, and 59-62 have been rejected and claims 49 and 50 have been withdrawn. Claims 1, 6, 17, 18, 20, 39, 41, 42, 56, and 59 have been amended, and such amendments are fully supported by the specification. Claim 58 has been canceled. For at least the reasons stated below, Applicant asserts that all claims are in condition for allowance.

CLAIM REJECTIONS UNDER 35 U.S.C. § 112

Claim 31 has been rejected under 35 U.S.C. § 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, Examiner requests clarification of the term “rapid communication address.”

As described in the specification, a “rapid communication address” is a “pre-registered communication route,” typically an electronic route, that is usable for contacting a user, who responds to a communication via the “rapid communication address” by designating a new or temporary address for normal communications. *See* Specification, p. 16, lines 11-26.

CLAIM REJECTIONS UNDER 35 U.S.C. § 101

Claims 1, 6, 17, 20, 21, 27, 29, 31, 35-38, 42, 45-46, 51-54, 56, and 58 have been rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter:

...Applicant failed to recite the use of technology in the cited claims. The methods as claimed in the cited claims can be carried out manually without applying, involving, using, or advancing the technological arts. Clearly, Applicant's invention is conducted using a computer system. The Examiner recommends adding limitations to the body of the claims rejected under 35 U.S.C. § 101 that clarify that the method is conducting [sic] using technology as opposed to a manual or mental process. As an example, adding the limitations of claim 2 to claim 1 would overcome the 35 U.S.C. § 101 rejection of claim 1 because communicating over the Internet is clearly applying technology.

(emphasis added). Per Examiner's suggestion, claims 1, 18, 42, and 56 have been amended to recite the use of technology. Specifically, these claims as amended recite either an electronic authorization channel or sending requests electronically, thereby proscribing carrying out these methods entirely manually or without the use of technology. The claims 6, 17, 20, 21, 27, 29, 31, 35-38, 45-46, 51-54, and 58 depend variously from claims 1, 18, 42 or 56, and are therefore statutory as including the technology recited in claims 1, 18, 42, and 56.

In light of the claim amendments and the forgoing arguments, Applicant respectfully requests that the 35 U.S.C. § 101 be withdrawn.

CLAIM REJECTIONS UNDER 35 U.S.C. § 102

Claims 1-10, 12, 16, 18-27, 29-31, 33, and 56-62 have been rejected under 35 U.S.C. § 102(e) as being anticipated by *Brisebois* (U.S. Patent No. 6,330,550). Applicant respectfully opposes these rejections. The cited reference fails to teach each and every element of every claim as required by MPEP § 2131. For at least this reason, the Examiner's § 102 rejections are unsupported by the art and should be withdrawn.

(a) **Background**

"Authorization Agent"

Claims 1-10, 12, 16, 18-27, 29-31, 33, and 56-62 have been amended to explicitly recite the "authorization agent" implemented in the present invention. The claim term "authorization agent," when read in light of the specification, refers to the party that is consulted when a transaction has been requested and that is able to provide final approval to the transaction. For instance, in the case of a credit card transaction the "authorization agent" is a credit card company or card-issuing bank, or in some instances a body such as Novus or Cirrus that routinely performs credit card authorizations on behalf of credit card companies. *See* Specification, p. 10, line 22-p. 11, line 12 (describing a standard merchant credit card transaction as including a standard merchant approval request to the authorization agent, and the authorization agent performing a credit check on the owner's account); *see also*, Specification p. 8, lines 1-11; p. 9, lines 1-3. These actions are distinctly credit card company and bank functions.

In other words, in the case of a credit card transaction (e.g., claims 6, 7, 20, 39-41, 46, 62), a merchant will always communicate with the authorization agent to receive authorization for a credit card transaction, regardless of whether the card's user has registered to use any sort of authorization or notification tools. The "authorization agent" has similar meaning for non-credit card transactions as well. In the case of an e-signature for an agreement (claims 15, 32), an ID card information to enter a Web site (claims 16, 33, 34), or a non-credit card merchant approval request (claims 21, 22), the "authorization agent" is still the party that is necessarily consulted to complete the transaction. *See* Specification, p. 23, line 20-p. 24, line 5; p. 24, lines 10-21; p. 27, line 27-p. 30, line 14. In each

of these instances, the “authorization agent” is a necessary element to the respective transaction, regardless of whether authorization or notification tools are implemented.

These distinctions are of particular importance because they emphasize the different problems solved by *Brisebois* and the present invention: *Brisebois* is concerned with keeping data secure whereas the present invention is directed towards preventing misuse of credit cards. For instance, the method *Brisebois* will only protect against fraudulent transactions attempted with participating merchants, i.e., those merchants that have been instructed or have agreed to verify the transaction with profile server 110. Moreover, the method *Brisebois* will not protect against stolen credit cards; any stolen card can be setup with profile server 110 of *Brisebois* and then used through any merchant 120, even those that merchants that verify transactions against profile server 110. In contrast, by using the standard credit card “authorization agent” the present invention ensures that all transactions—even those of stolen cards—are authorized through the “authorization agent.” Moreover, because all merchants will verify a transaction of a particular card with the same “authorization agent,” namely the credit card company or the bank associated with a particular card, merchants do not have to be conscious participants with the authorization as they do in the method of *Brisebois*.

Finally, under the method of *Brisebois*, because the profile server 110 is not the same as the authorization agent that ultimately approves a credit card transaction and then transfers funds to the appropriate merchant, *Brisebois* merely adds an extra entity to performing credit card transactions. In other words, the profile server 110 of *Brisebois* does not provide final approval to the transaction as does the “authorization agent” of the present invention. Rather, upon verification the profile server 110 must contact the actual authorization agent, col. 5, lines 39-42, or provide credit card information to the online merchant 120/220 so that the online merchant can contact the actual authorization agent, col. 5, lines 50-54, thereby resulting in extra steps.

Credit Card Transactions

Additionally, claims 6, 20, 39, and 41 have been further amended to recite credit card transactions in which the authorization agent receives a credit card number as part of initiating a particular transaction request. These limitations further differentiate the present invention from *Brisebois*. For instance, in the present claimed invention the user provides the merchant with a credit card number. In contrast, in *Brisebois* the user provides the online merchant 120/220 with an

identification code, which is specifically not a credit card number, and the merchant 120/220 then sends a request with the identification code to the profile server 110. However, the profile server 110 clearly does not receive a credit card number as part of initiating a particular transaction. Col. 4, line 37-Col. 5, line 20.

Indeed it would be nonsensical to send credit card information to the profile server 110 of *Brisebois* to initiate a transaction because the server 110 already contains the credit card number, col. 3, lines 28-39, and sends the credit card number to the online merchant 120/220, col. 5, lines 50-54. This configuration is quite distinct from the present claimed invention where the merchant receives the credit card from the user, not the authorization agent.

(b) *Brisebois* Fails to Describe Sending an Authentication Request from an Authorization Agent to the User and Authorizing a Transaction

Claims 1, 18, 56, and 59 as amended recite sending an authorization request from an authorization agent to the user/owner. As discussed in the forgoing the claimed term “authorization agent,” when read in light of the specification, refers to the party that is consulted when a transaction has been requested and that is able to provide final approval to the transaction, e.g., a credit card company. As set forth in more detail below, the reference fails to describe every element of every claim as required by MPEP § 2131, and therefore the rejection is unsupported by the art. Accordingly, Applicant respectfully requests that the rejection be withdrawn.

As described above, *Brisebois* fails to disclose sending a request to an authorization agent. Rather, the reference merely describes an online merchant’s server 120/220 informing a profile server 110 of a user’s purchase. Col. 5, lines 7-10. The profile server 110 is clearly not an authorization agent insofar as it cannot authorize a transaction as claimed. The claims, when read in light of the specification, clearly refer to the sort of authorization agent that can complete or finally approve a transaction, e.g., a credit card company that can verify sufficient funds and good standing of an account. In stark contrast, *Brisebois* only refers to a user’s approval of a transaction, and does not discuss the former.

For instance, claim 1, element (i), recites “completing a transaction if a response authorizing the transaction to be completed is received [by the authorization agent],” and claim 59 recites “wherein the server approves the transaction...” These limitations do not merely refer to a card

user's approval, but they clearly refer to a final approval to complete a transaction. In contrast, the system of *Brisebois* cannot actually complete a transaction.

Rather, the system of *Brisebois* only describes a profile database 110 that is not involved with authorizing a transaction for completion. Rather, the profile database 110 can only assess that the user has approved a transaction and then forward the user's credit card number on to the actual authorization agent (termed by *Brisebois*, "the third billing party"). Col. 5, lines 39-42. The *Brisebois* reference only discusses completion and confirmation of the user's approval but does not describe the level of transaction closure recited in claims 1, 18, 56, and 59. Col. 5, lines 10-20.

For at least these reasons, Applicant respectfully asserts that *Brisebois* fails to meet the standard of MPEP § 2131: "The identical invention must be shown in as complete detail as is contained in the ... claim." (emphasis added). For at least the foregoing reasons, claims 1-10, 12, 16, 18-27, 29-31, 33, and 56-62 are in condition for allowance.

(c) *Brisebois* Fails to Describe a Credit Card Transaction in which the Authorization Agent Receives a Credit Card Number During the Transaction Initiation

Claims 6 and 20 as amended further recite credit card transactions in which the authorization agent receives a credit card number as part of initiating a particular transaction request. As described above, *Brisebois* fails to disclose this limitation. In *Brisebois*, the user provides the online merchant 120/220 with an identification code, which is specifically not a credit card number, and the merchant 120/220 then sends a request with the identification code to the profile server 110. The profile server 110 clearly does not receive a credit card number as part of initiating a particular transaction. Col. 4, line 37-Col. 5, line 20. Rather, in the cited reference the merchant receives the credit card from the authorization agent, not the user as in the present invention.

For this additional reason, Applicant respectfully requests that this rejection be withdrawn.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

Claims 11, 13-15, 17, 28, 32, 34-48, and 51-55 have been rejected under 35 U.S.C. § 103 as being anticipated by *Brisebois* in view of various patent references. These references fail to teach or suggest all of the claim limitations as required by MPEP § 2143, and therefore Applicant respectfully request that the rejection be withdrawn.

As to claims 11, 13-15, 17, 28, 32, and 34-38, these claims variously depend from independent claims 1 and 18. Accordingly, claims 11, 13-15, 17, 28, 32, and 34-38 are allowable as being dependent from claims 1 and 18 for the reasons set forth above.

As to claims 39-48 and 51-55, these claims are also allowable based on the foregoing arguments. Specifically, independent claim 39 is rejected under 35 U.S.C. § 103 as being anticipated by *Brisebois* in view of *Elston* (U.S. Patent No. 6,055,505), claim 42 is rejected under 35 U.S.C. § 103 as being anticipated by *Brisebois* in view of *Vance* (U.S. Patent No. 6,442,526), and claim 41 is rejected under 35 U.S.C. § 103 as being anticipated by *Brisebois* in view of *Elston* and *Vance*.

As described above, *Brisebois* fails to teach or suggest at least the claimed "authorization agent" and transaction approval as claimed. The additional references of *Elston* and *Vance* also fail to teach or suggest these limitations. Accordingly, claims 39-48 and 51-55 are allowable.

Additionally, claims 39-41 further recite credit card transactions in which the authorization agent receives a credit card number as part of the authorization request. The cited references also fail to teach or suggest this limitation. For this additional reason, claims 39-41 are allowable.

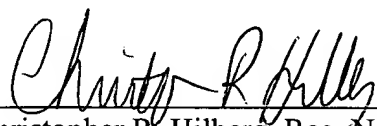
CONCLUSION

This application now stands in allowable form and reconsideration and allowance is respectfully requested. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at 612-492-6694.

Respectfully submitted,

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